

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

BILLIE KLESCH-SHEERAN, §
individually and on behalf of all similarly §
situated, §
§
Plaintiffs, §
v. §
§
JCHO SURVEYOR AND QHR §
CONSULTANT CORP d/b/a THE §
JOINT COMMISSION and d/b/a JOINT §
COMMISSION ON ACCREDITATION §
OF HEALTHCARE ORGANIZATIONS, §
a foreign corporation, §
§
Defendants. §

CIVIL ACTION NO.
3:15-cv-0530-M

JOINT MOTION TO DISMISS WITH PREJUDICE
AND FOR APPROVAL OF SETTLEMENT

TO THE HONORABLE JUDGE OF SAID COURT:

1. The Parties file this Joint Motion to Dismiss With Prejudice and for Approval of Settlement, and respectfully state as follows:
2. In order to resolve all of Plaintiffs' claims in this matter, including Plaintiffs' claims for alleged violations of the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.* ("FLSA"), as amended, and without admission of liability or wrongdoing, Plaintiffs and Defendant have entered into a Confidential Settlement Agreement and Release ("Agreement"). Plaintiffs and Defendant have sought leave to file the Agreement under seal due to the confidential nature of certain terms in the Agreement.
3. Although the Court is not required to approve the settlement for it to be effective under *Martin v. Spring Break '83 Productions, L.L.C.*, 688 F.3d 247 (5th Cir. 2012), the Parties seek approval out of an abundance of caution. To approve the Agreement, the Court

is required to scrutinize the Agreement for reasonableness and fairness. Plaintiffs and Defendants submit that the Agreement is, in all respects, a fair and reasonable resolution of bona fide disputes between Plaintiffs and Defendants under the FLSA, including disputes about the amount of hours worked and compensation due.

4. The Parties believe and submit that the terms and conditions of this confidential settlement are fair, reasonable, adequate, beneficial, and in the best interests of all parties. This proposed Agreement was reached following the exchange of information, data, and extensive negotiations, including a full-day mediation before a private mediator. Because of the various defenses asserted by Defendants and the possibility that Defendants may have successfully defeated or limited some or all of Plaintiffs' claims, including those claims related to willfulness, liquidated damages, and compensation for unpaid overtime, the parties believe that the Agreement represents a fair compromise of the claims. Moreover, given the risk that absent a settlement, this case could have proceeded to trial, a compromise of the claims prevents all parties from incurring the additional costs and delay associated with trial and appeal.

5. Wherefore, the parties respectfully request that the Court dismiss the case with prejudice and approve the Confidential Settlement.

Dated: December 27, 2016

Respectfully submitted,

By: /s/ Michael L. Sullivan

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ATTORNEYS FOR PLAINTIFFS

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was electronically filed with the Clerk for the United States District Court, Northern District of Texas, using the electronic case filing system of the Court.

/s/ Jay Forester

J. Forester